

Local 608, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (Various Employers) and Sinclair Jeffers. Case 2-CB-12875

August 27, 1991

DECISION AND ORDER

BY MEMBERS CRACRAFT, DEVANEY, AND OVIATT

On January 2, 1990, Administrative Law Judge Steven B. Fish issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in response to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions¹ and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Local 608, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, New York, New York, its officers, agents, and representatives, shall take the action set forth in the Order.

¹ In excepting to the judge's conclusion that it violated Sec. 8(b)(1)(A) and (2) by refusing to refer the Charging Party because he was not a member of the Respondent, the Respondent asserts that its parent body, the District Council, had an oral rule that an employee could register with only one local's hiring hall at a time. The record does not support this assertion. Union Agent McGrath testified that "as far as he knew" there was a rule that an individual was allowed to be on only one list at a time, but later McGrath admitted that he could not "specifically say if it's a union rule or anything." The Respondent offered no corroborating evidence. McGrath's testimony simply fails to establish the existence of such a rule. Accordingly, we find it unnecessary to reach the issue of whether, if such a rule had been shown to exist, it would constitute a valid defense.

Terry Morgan, Esq. and *David E. Leach III, Esq.*, for the General Counsel.

Ira A. Sturm, Esq. (Manning, Raab, Dealy & Sturm), of New York, New York, for the Respondent.

DECISION

STATEMENT OF THE CASE

STEVEN B. FISH, Administrative Law Judge. Pursuant to charges filed in Case 2-CB-12875 by Sinclair Jeffers (Jeffers), the Director for Region 2 issued a complaint and notice of hearing on July 28, 1989,¹ alleging that Local 608, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (the Respondent or Local 608) violated Section 8(b)(1)(A) and (2) of the Act by failing and refusing to refer Sinclair Jeffers to employment because he was not a member of Respondent.

¹ All dates are in 1989 unless otherwise specified.

The hearing with respect to the allegations in the above complaint was heard before me in New York, New York, on March 1 and 2, 1990. General Counsel submitted a letter in lieu of a formal brief, which has been carefully considered.

Based on the entire record, including my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Building Contractors Association (the Association) is an organization composed of employers in the construction industry, in the New York City area, which exists for the purpose of representing its employer members in negotiating and administering collective-bargaining agreements with District Council of New York City and Vicinity of the United Brotherhood of Carpenters & Joiners of America, of which Respondent is a member.

Annually, the employer-members of the Association purchase and receive at their New York facilities materials and goods valued in excess of \$50,000 directly from points outside the State of New York.

The Association and each of its members are and have been at all times material, employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

It is admitted and I find that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

II. FACTS

Respondent, by virtue of its membership in the District Council, has been a party to various collective-bargaining agreements with the Association, the most recent of which was effective from July 1, 1987, to June 30, 1990.

The collective-bargaining agreement includes a hiring hall clause, which provides that Respondent has exclusive rights to refer 50 percent of employees to jobs of employers covered by the agreement. In *Carpenters Local 608 (Various Employers)*, 279 NLRB 747, 754 (1986), in a case involving the same Respondent, it was concluded that Respondent as a party to the same contract with the same clause, operated an exclusive hiring hall. Respondent herein concedes that there have been no changes from the prior case with respect to the terms of the contract, nor does the record contain any differences in how the clause has been applied from the prior case. Therefore, I conclude that Respondent is continuing to operate an exclusive hiring hall, under Board standards. *Carpenters Local 608*, supra, and cases cited.

Sinclair Jeffers has been a carpenter for 26 years, and a member of Local 135 of the Brotherhood of Carpenters and Joiners of America since 1981. On or about May 15, Jeffers went to Respondent's offices and hiring hall and spoke to Respondent's secretary, Pat Ruggerio. Part of Ruggerio's responsibilities involve the hiring hall, where she will place names and other pertinent information² on the shape-up list of those individuals who call on the telephone or those people who come to the hall. She is not involved in deciding which individuals will be referred to which jobs. If a con-

² The other pertinent information includes telephone number, type of work the individuals do, and their ledger number, which is a book number for union members.

tractor calls and asks for employees, she will refer the call to one of the business agents.

Jeffers told Ruggerio that he was a member of Local 135, and was seeking a job from the Local 608 hall. Ruggerio asked Jeffers "why don't you switch over to Local 608." Jeffers replied that he didn't want to switch over to Local 608, but all he wanted was referral to a job. Ruggerio responded that there were a lot of Local 608 members out of work, but told Jeffers to leave his name and telephone number with her. Jeffers put his name and telephone number on a piece of paper and gave it to Ruggerio.

Jeffers received no referrals from, and had no contacts with, Local 608 for the next month. On June 15, he returned to the hall, and again spoke to Ruggerio and asked her about being referred. Ruggerio told him that he needed a Local 608 card, and that Local 608 had men out of work. Ruggerio then went over to Maurice McGrath, an organizer and an admitted agent of Respondent. She told McGrath that there was a man at window who was a member of another local who was looking for work.

McGrath came to the window and asked Jeffers his name and if he was a Local 608 member. Jeffers replied that he was not a Local 608 member, but that he had been to Local 608 hall a month before, and put his name on the list. McGrath asked if Jeffers had also signed up for a job on the shape-up list for Local 135. Jeffers conceded that he had, but added that Local 135 had not referred him to any jobs. McGrath responded that his members were out of work also, that he could do nothing for Jeffers and said to Jeffers, "go back to your union." McGrath concluded the conversation by throwing his hands up in the air, and stating, "[Local] 135 does the same thing to [Local] 608 members."³

Jeffers left the hall, and up to the date of the hearing (March 1, 1990), received no referrals for jobs from Local 608. The record includes two documents from Respondent's hiring hall records, entitled "SHAPE UP," which are shape-up lists utilized at Respondent's hiring hall. The first list is dated May 15, and includes 19 names, including that of Jeffers. Seventeen of the names appear above Jeffers' name, and one below his on the list. All the other names include a ledger page number, except for Jeffers. In that space on the list, "L.U. 135" appears next to Jeffers' name. No telephone number appears in the appropriate space across from Jeffers' name, nor any comments under the space entitled "Type Work." The next document is a shape-up list, which appears to be dated May 16, and this list includes 10 names ahead of Jeffers, and 15 names below his on the list. On this list, the words "Local 135" appear next to Jeffers' name. This list also included Jeffers' telephone number (718-261-0257) and under the section type of work, the words "Fram-Trim-S/R." Once more, all of the names, with the exception of Jeffers, included a ledger number next to their names.

Respondent furnished no testimony, evidence, or explanation about why Jeffers' name appeared once on both lists

(as opposed to the other individuals), or why the telephone number appeared only on the second list.

The parties stipulated that Jeffers has never been referred by Local 608 through its hiring hall, and that on or after May 15, at least one Local 608 member whose name was placed on the shape-up list after Jeffers was referred to employment through the Local 608 hiring hall.

The only witness presented by Respondent was McGrath. He testified that when Jeffers asked him about a referral, he told Jeffers there were no jobs available for him, although admittedly he didn't and had not checked to see where Jeffers was positioned on the shape-up list. McGrath asserts further that later in the day he did check the list,⁴ and observed that Jeffers' name was on the list with about 150 names ahead of his and 150 below, and that no telephone number was listed for Jeffers.

Thereafter, McGrath claims that he was not involved regularly in the referrals, since the business aspects generally handle this area, and he was only filling in on June 15. McGrath recalled filling in again for the business agents subsequently, but did not recall seeing Jeffers' name on the list at that time.

McGrath admitted that he checked the list (meaning the cards on the wall), between May 15 and June 15, and observed that there were some individuals who were below Jeffers on the list, who had been referred to jobs during this period of time. McGrath speculated that it was possible that the people below Jeffers on the list who were referred might have been requested by a contractor, or performed a specialty that the job required. However, McGrath didn't know any specifics as to why any of these individuals were referred ahead of Jeffers, since he did not do the referrals. Nor did Respondent present any other evidence or witnesses to explain why these individuals were referred instead of Jeffers.

McGrath also testified that after the instant charge was filed,⁵ he was interested in contacting Jeffers, but asserts that his telephone number was not on the wall. Therefore, he testified that he sent a telegram to Jeffers, dated August 2. The telegram reads, "Please advise Local 608 of your home telephone number so we can process your referral. We cannot call you for a job without it. Thank you."

Jeffers testified that he never received the telegram and Respondent submitted no proof that it was received. Jeffers did not thereafter call or contact Local 608, nor did Local 608 make any additional attempts to contact Jeffers. I note further that McGrath did not testify that Respondent had a job that it was prepared to refer Jeffers to, at the time of the telegram.

McGrath was asked questions about what happens at the hiring hall when a nonmember comes in and wants to sign up for a referral. McGrath testified in response as follows: "We generally don't take their names because they're not members. We refer our members—members of the Union only to work. We just don't refer everybody."

Later on, McGrath testified that if the individual was a member of another Local, his name would be placed on a list, but again insisted: "[We] have our membership who is out of work. That we have to refer them."

³ The above description of the conversation is based on a compilation of the credited testimony of McGrath and Jeffers. Although McGrath denied telling Jeffers that he should go back to his own union, I credit Jeffers' version of the conversation as outlined above, in part because this testimony is consistent with McGrath's later admissions set forth infra that Respondent does not refer nonmembers, and that in his view, Carpenters cannot be on two shape-up lists at the same time.

⁴ Actually McGrath asserts that he checked the cards on the wall of the hall. Apparently, a card is made out for each individual who signs the shape-up list, and placed on the wall in order of their appearance.

⁵ The charge was filed on June 16.

Moreover, McGrath also testified that as far as he knows, the rule is that an individual is not allowed to be on more than one Carpenters Local shape-up list at one time.

A. Analysis

Respondent's Motion to Dismiss on the Grounds of Prosecutorial Misconduct

Respondent urges that the complaint must be dismissed because of alleged "prosecutorial misconduct" of General Counsel, by its failure to allege in the complaint the agency status of Pat Ruggerio. In this connection although the complaint does allege McGrath as an agent of Respondent, it contains no reference to Ruggerio or to "Pat." Respondent notes that General Counsel knew about "Pat," since Jeffers' affidavit makes reference to a secretary named Pat in his description of both of his appearances at Respondent's hiring hall.

When testimony was introduced through Jeffers, of his discussions with "Pat," Respondent objected on the grounds that "Pat" was not named as an agent. General Counsel responded that it was not relying on the statements made by Ruggerio to Jeffers to prove its case, and was contending that she was an agent for the Respondent only for the purpose of receiving the name and telephone number of Jeffers in connection with a referral request that he made.

At the hearing, while making the observation that I felt it would have been more appropriate for General Counsel to have put Respondent on notice that General Counsel was alleging Pat Ruggerio to be an agent of Respondent for any purpose, I denied Respondent's motion to preclude the testimony. I told Respondent at the time, however, that if he needed an adjournment to speak with and/or prepare Ruggerio to respond to Jeffers' testimony, I would grant such request.

Respondent took advantage of that offer, and was granted an adjournment to March 2, to speak to Ruggerio and prepare her testimony. When the hearing resumed on March 2, Respondent chose not to call Ruggerio as a witness, but instead made a motion to dismiss the complaint on the grounds of prosecutorial misconduct. Respondent's attorney contended that Respondent has been unduly prejudiced by General Counsel's failure to notify it about the agency status of Ruggerio. According to Respondent's attorney, he spoke to Ruggerio during the evening of March 1, and found out why Jeffers' name appeared on the shape-up list twice, once without his telephone number, and how this event arose. He contends that had he known these facts before trial, he would have prepared his defense differently. Respondent asserts therefore that General Counsel's conduct of "hiding" evidence from Respondent has prevented it from preparing an adequate defense, and mandates dismissal of the complaint.

Although Respondent makes these assertions, it has provided no specifics as to how its defense would have been different, or which witnesses it would or would not have called had it been aware of General Counsel's claim that Ruggerio was an agent of Respondent for the purpose of receiving Jeffers' name and telephone number. More important, Respondent's attorney did not explain why it could not call Ruggerio, or any other witnesses that had knowledge of relevant facts, when it had the opportunity to do so.

At the trial, I denied Respondent's motion to dismiss, primarily because regardless of whether or not General Counsel should have notified it prior to trial of the claim of Ruggerio's agency status, Respondent was given the opportunity of an adjournment to speak to her, prepare her for trial, and call her as a witness. Respondent admittedly was able to speak to Ruggerio, obtain her version of the relevant events, but chose not to call her as a witness. Thus, I dismissed Respondent's motion at trial, and I adhere to that view herein.

Concerning Respondent's contention that General Counsel's conduct in "hiding" evidence, prevented it from preparing an adequate defense, I note that Board cases are not criminal proceedings, and General Counsel has no obligation to disclose to Respondent exculpatory information that it may be aware of in its files. *Multimatic Products*, 288 NLRB 1279, 1342-1343 (1988). General Counsel is obligated however as Respondent notes to furnish a properly pled complaint. In that connection, the complaint must describe the nature of the unlawful activity, the dates and places of such acts, and the names of the agents through whom Respondent allegedly violated the Act. *Dal-Tex Optical Co.*, 130 NLRB 1313, 1314 (1961); see also the Board's Rules and Regulations, Section 102.15.

I need not decide the question of whether Ruggerio was an agent "through whom," Respondent allegedly violated the Act,⁶ since in my view even if that was the case, Respondent has demonstrated no prejudice resulting from General Counsel's failure to include an allegation in the complaint as to her agency status. Respondent has not asserted how its defense would have been different had it known about Ruggerio before trial, nor what witnesses it would or would not have called. Since Respondent admitted that it had spoken to Ruggerio and obtained an explanation from her as to the "discrepancies" in the hire lists, and why Jeffers had signed twice, he could have called Ruggerio as a witness on the adjourned date and she could have furnished such an explanation at this trial. Respondent's attorney did not explain why he didn't do so, nor why he could not have obtained an adequate explanation from Ruggerio on the record on March 2.

I would also note that the significance of the testimony with respect to Ruggerio is rather minimal particularly since McGrath admitted and Respondent's records confirm that Jeffers' name was placed on the shape-up list (presumably by Ruggerio). Moreover, one of the two lists from Respondent's files, confirms Jeffers' testimony that he did submit his telephone numbers to Respondent on May 15.

Finally, I note that Respondent was clearly made aware during the course of the testimony of Jeffers, that General Counsel was alleging that Ruggerio was an agent of Respondent for the purpose of receiving Jeffers' name and telephone number. Thus, even though the complaint was silent with respect to Ruggerio, Respondent was put on notice of

⁶However, I do adhere to the view that I expressed at the trial, that it is clearly the more appropriate and fairer practice (even if not required) for General Counsel to allege in the complaint the names of all agents of Respondent General Counsel intends to rely on to bind Respondent in any way. Such notice, if nothing else, will avoid the problems of needlessly adjourning trials (as here) in order to allow Respondents an opportunity to prepare a response to a claim that an individual is for the first time being asserted as an agent for whose conduct, knowledge, or activities, Respondent is responsible for in connection with the unfair labor practice in question.

General Counsel's contention early in the hearing and was therefore not deprived of due process. *Lear Siegler, Inc.*, 95 NLRB 857, 860-861 fn. 21 (1989).

Accordingly, I conclude that Respondent was afforded full opportunity to litigate the status of Ruggerio, and her involvement in the alleged unfair labor practice against Respondent, and has demonstrated no prejudice flowing from General Counsel's failure to allege her to be an agent in the complaint. *Multimatic*, supra at 1343-1345. Thus, I reaffirm my denial of Respondent's motion to dismiss the complaint.

B. The Alleged Unlawful Refusal to Refer Jeffers

It is well settled that a labor organization violates Section 8(b)(1)(A) and (2) of the Act when, in the operation, of an exclusive hiring hall, it refuses to refer job applicants because they are not members of the Union. *Plumbers Local 198 (Jacobs Weise)*, 268 NLRB 1312, 1317 (1984); *Plumbers Local 230 (Bechtel Power Corp.)*, 267 NLRB 589, 592 (1988); *O.V.L. Construction Co.*, 260 NLRB 1096 (1982); *Teamsters Local 70 (Lucky Stores)*, 226 NLRB 205, 209 (1976).

Here, as noted above, I have concluded that Respondent is operating an exclusive hiring hall. *Carpenters Local 608*, supra.

With respect to the agency status of Ruggerio, it is clear that she was a secretary at Respondent's hiring hall, was authorized by Respondent to receive names, telephone numbers and other pertinent information with respect to the referral procedure, and to place this information on Respondent's shape-up list. Under these circumstances, Respondent has held Ruggerio out to the public as an agent with ostensible authority to receive information and sign up individuals for its hiring hall, as well as to furnish information with respect to the hiring hall. *Plasterers Local 90 (Southern Illinois Builders Assn.)*, 236 NLRB 329, 331 (1978); *Carpenters District Council (Hensel Phelps Construction Co.)*, 222 NLRB 551, 552 (1976); *Laborers Local 304 (George D. Willis)*, 191 NLRB 764, 767 (1971). See also *Electrical Workers IBEW Local 3 (General Electric Co.)*, 299 NLRB 995 (1990).

While the above authorities provide support for finding Respondent responsible for Ruggerio's statements to Jeffers about his chances for referrals, in view of General Counsel's expressed disclaimer that it was making such an assertion, place no reliance on any of Ruggerio's remarks to Jeffers.

However, I do conclude as alleged by General Counsel, that Ruggerio was an agent of Respondent for the purposes of receiving Jeffers' name and telephone number for placement upon its hiring hall list. I further find, as admitted by McGrath, and confirmed by Respondent's own records, that Jeffers' name and telephone number was placed on Respondent's shape-up list on May 15 and 16, with an indication that he was a member of Local 135.

Jeffers received no referrals for a month, despite McGrath's admission that names that appeared on the list after Jeffers, were referred to jobs by Respondent during this period.⁷ When Jeffers returned to the hall on June 15, McGrath after determining that Jeffers was not a Local 608 member, and had also signed up for jobs on the Local 135 shape-up list, told Jeffers that his members were out of work,

he could do nothing for Jeffers, and to "go back to your Union" Jeffers received no referrals from Respondent thereafter. Moreover, McGrath admitted in his testimony that Respondent does not refer nonmembers, since their own members are out of work. As McGrath phrased it, "we just don't refer everybody." Additionally, McGrath added that in his view applicants cannot be on more than one Carpenter referral list. I note in this connection that McGrath knew and the shape-up list indicted that Jeffers was a member of Local 135, and not a member of Local 608. These facts are more than sufficient to establish a strong prima facie case that Jeffers was not referred by Respondent because he was not a member of Local 608. *Bechtel Power*, supra at 591. See also *O.V.L. Construction Co.*, supra. The burden then shifts to Respondent as the custodian of its hiring hall records to negate General Counsel's case, and indeed its failure to do so creates an adverse inference that such evidence in its possession is not favorable to Respondent's case. *Seafarers (American Barge Lines)*, 244 NLRB 641, 642 (1979). See also *Ohio Valley Carpenters (Catalytic Inc.)*, 267 NLRB 1223, 1228 (1983). *Utility Industrial Construction Co.*, 214 NLRB 1053 (1974).

In this connection, McGrath testified that it is possible that some of the individuals referred ahead of Jeffers, although behind him on the list might have been requested by Employers or possessed essential skills for the jobs involved. This vague, and unsubstantiated testimony, from an individual who admittedly played no role in the decision to refer these people, is of no probative value in meeting Respondent's burden. Respondent produced no records, nor any explanation from officials who made the referrals as to why it referred individuals who were behind Jeffers on the shape-up list.

Respondent appeared to be arguing that Jeffers' failure to furnish it his telephone number, and subsequent failure to respond to its telegram requesting such a number somehow excuses Respondent's actions. Since it is clear that Respondent did in fact have Jeffers' telephone number in its records, this defense has no merit, and I need not decide whether or not Jeffers received Respondent's telegram.

Accordingly, I conclude that Respondent has violated Section 8(b)(1)(A) and (2) of the Act by refusing to refer Jeffers for employment on and after May 15, 1989, because of his nonmembership in Local 608, and has thereby violated Section 8(b)(1)(A) and (2) of the Act.

CONCLUSIONS OF LAW

1. Respondent is a labor organization within the meaning of Section 2(5) of the Act.
2. The Association and its employer members are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
3. Respondent violated Section 8(b)(1)(A) and (2) of the Act by refusing to refer Sinclair Jeffers to employment on and after May 15, 1989, because he was not a member of Local 608.

THE REMEDY

Having found that Respondent violated Section 8(b)(1)(A) and (2) of the Act, I shall recommend that it cease and desist therefrom, and take certain affirmative action necessary to ef-

⁷ I note that the Respondent's shape-up list indicated that Jeffers was a member of Local 135, and not a member of Local 608.

fectuate the purposes of the Act. I shall recommend that Respondent make whole Jeffers for any losses of pay or other benefits suffered by him, as a result of Respondent's discrimination against him. Backpay⁸ shall be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest, as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1983).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

The Respondent, Local 608, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing and refusing to refer Sinclair Jeffers or any other applicants for employment to jobs through its hiring hall because Jeffers and other such applicants for employment are not members of Respondent Union.

(b) In any like or related manner restraining or coercing employees or applicants for employment in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Refer Sinclair Jeffers and other applicants for employment to jobs through its hiring hall on a nondiscriminatory basis.

(b) Make whole Sinclair Jeffers for its discrimination against him in the manner set forth in the remedy section of this decision.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its facility in New York, New York, copies of the attached notice marked "Appendix."¹⁰ Copies of the no-

tice, on forms provided by the Regional Director for Region 2, after being signed by the Respondent's authorized representative, shall be posted the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by an other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail or refuse to refer Sinclair Jeffers or an other applicants for employment to jobs through our hiring hall because Jeffers or other such applicants for employment are not members of our Union.

WE WILL NOT in any like or related manner restrain or coerce employees or applicants for employment in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL refer Sinclair Jeffers and other applicants for employment to jobs through our hiring hall on a nondiscriminatory basis.

WE WILL make whole Sinclair Jeffers for our discrimination against him plus interest.

LOCAL 608, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO (VARIOUS EMPLOYERS)

⁸The precise number of jobs that Respondent should have referred Jeffers to, and the extent of its liability to Jeffers, shall, of course be determined at the compliance stage of this proceeding.

⁹If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹⁰If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor